

A G R E E M E N T

Between

HADDONFIELD BOARD OF EDUCATION

and

HADDONFIELD EDUCATION ASSOCIATION - SECRETARY-CLERICAL UNIT

~~X~~ July 1, 1980 - June 30, 1982

LIBRARY
Institute of Management
Labor

RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

A. The Haddonfield Education Association-Secretary-Clerical Unit (Hereinafter "Association") understands that the Haddonfield Board of Education (hereinafter "Board") is the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Haddonfield.

B. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all secretaries and clericals under contract or on leave employed by the Board, but excluding all other employees including other white collar employees, professionals, confidentials, and supervisors within the meaning of the Act. (34:13A-1 et seq)

C. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation for a successor agreement in accordance with Chapter 123, Public Law of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for secretaries and clericals. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall be reduced in writing and signed by the Board and the Association, upon ratification by the Association, and adoption by the Board by a majority vote at a public meeting.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. A "Grievance" is a claim by an employee that as to him there has been a misinterpretation, misapplication or violation of this Agreement.

B. The processing of a grievance shall not interfere with the continuity, safety or efficiency of operations.

C. Every effort shall be made to resolve grievances at the lowest possible step and a grievance shall be processed as follows:

Step one: The employee shall first present the grievance orally to her Supervisor within ten (10) employee working days from the actual occurrence of the facts which gave rise to the grievance or within ten (10) such days after the employee knew or should have known of the grievance. The Supervisor shall give his oral answer within three (3) employee working days following the receipt of the grievance.

Step Two: If, within five (5) working days after the meeting referred to in Step One, the Supervisor fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Board Secretary within five (5) working days after receipt of the grievance in writing. The employee may have his representative present at the meeting with the Board Secretary.

Step Three: If, within five (5) working days after the meeting referred to in Step Two, the Board Secretary fails to announce a decision, or denies the grievance (which denial shall be in writing), then the Association representative may present the written grievance to the Superintendent of Schools within five (5) working days thereafter. The Superintendent of Schools shall conduct a meeting within ten (10) working days after receipt of the grievance in writing.

Step Four: If, within five (5) working days after the meeting referred to in Step Three, the Superintendent fails to announce a decision or denies the grievance (which denial shall be in writing), then within five (5) working days thereafter the grievance may be submitted to arbitration.

(a) In the event that the matter is taken to arbitration, it shall be referred to the New Brunswick office of the American Arbitration Association for the selection of an impartial arbitrator. The arbitrator shall then proceed in accordance with the rules of that Association.

(b) The arbitrator's decision shall be advisory only.

(c) Any arbitrator appointed pursuant to this Agreement may not render a decision which changes, modifies or substitutes, adds or subtracts from the provisions of the Agreement.

(d) Pursuant to N.J.S.A. 34:13A-5.3, notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures

established by agreement of the parties hereto shall be utilized for any dispute covered by the terms of such agreement.

Step Five: The arbitrator's decision shall be submitted to the Board and Association for review within thirty (30) days following completion of the arbitration. The Board may accept or reject the arbitrator's decision in whole or in part, which acceptance or rejection shall be conclusive and binding on the parties, subject to the laws of New Jersey. The Association or the aggrieved employee shall have the opportunity to be heard prior to Board action.

D. Any grievance shall be considered as settled on the basis of the Board representative's last answer or non-response, if not appealed to the next step or to arbitration within the time limitations set forth herein. If said time limitations are extended, they must be by written mutual consent of the Board Secretary and the appropriate Association representative.

E. The Association agrees that investigation and/or processing of grievances shall take place during non-working hours unless otherwise scheduled by the Board's representative (in such case, the employee shall suffer no loss of pay). Each party shall bear its own expenses for presentation of its case, including cost of any witnesses. The arbitrator's fee shall be borne equally by the parties.

F. The reference to working days shall mean Monday through Friday and shall not include Saturday, Sunday or holidays.

G. The resolution, if any, of the grievance at any step of the grievance procedure, shall be in writing.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates as well as to freely refuse to engage in such activities.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that employee, then she shall be given prior written notice thereof, which notice shall also advise that she has the right to have a representative of her choosing present at such meeting.

1. The foregoing does not apply to the investigatory process.

ARTICLE V

ASSOCIATION RIGHTS

A. The N.J.E.A. Uni-Serve Representative shall be permitted to transact official Association business on school property at all reasonable times provided this does not interfere with or interrupt normal school operation. Prior notification to the Superintendent or his designee shall be given.

B. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary so long as it does not disrupt mail distribution for school purposes.

ARTICLE VI

WORK HOURS

A. The work day for all employees in this unit shall consist of eight and one-quarter hours (8 1/4) inclusive of a sixty (60) minute lunch period. All employees shall be scheduled by their Supervisor.

B. Immediately upon the closing of school in June until school opening in September, the normal work day shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch period.

ARTICLE VII

WORK YEAR

During the pupil school year, all employees shall work the same number of days as those worked by teaching staff.

ARTICLE VIII

HOLIDAYS

A. All employees shall be entitled to the same holidays as teaching staff.

B. Twelve (12) month employees shall also receive July 4th and Labor Day as paid holidays.

ARTICLE IX

VACATIONS

A. Twelve month employees shall be entitled to the following vacation:

1. Upon completion of one (1) year of employment - two weeks vacation.

2. Upon completion of twelve (12) years of employment - three weeks vacation.

3. Less than one (1) year of employment, one day per month, not to exceed nine (9) days.

4. Employees who regularly are scheduled to work less than five (5) days per week shall receive vacation on a pro rate basis.

B. Vacation eligibility shall be determined as of July 1st of each year.

C. Vacation scheduling shall be coordinated with the needs of the Board. However, scheduling requests shall not be unreasonably denied.

D. Earned vacation shall be paid according to the proportion of full months work to the total contract year unless proper notice has not been given or the employee is terminated for cause.

ARTICLE X

SICK LEAVE

A. Each employee shall be entitled to ten (10) sick leave days per year with unused days accumulating from year to year.

B. Employees shall be given a written accounting of accumulated sick days no later than September 15th of each school year.

ARTICLE XI

MEDICAL INSURANCE

A. The Board shall provide a policy of insurance for basic hospitalization, surgical, and major medical insurance for eligible employees and dependents. The Board shall pay the premium cost for Blue Cross and Blue Shield for each employee who shall apply for and be covered by such insurance and one hundred (100%) percent of the premium cost for dependents for whom the employee shall apply and who are covered by such insurance.

B. The Board and Association agree that any additional insurance coverage granted to teachers under the State Health Benefits Plan shall also be given to all eligible members in this unit.

C. Effective July 1, 1980 the Board shall provide the employees with the same dental plan which is being provided for the teachers, provided that the Board shall contribute no more per employee for the employees subject to this Agreement than it is required to contribute for each teacher under the terms of the teachers' Agreement.

D. Effective July 1, 1981 the Board shall provide the employees with the same prescription drug program which is being provided for the teachers, provided that the Board shall contribute no more per employee for the employees subject to this Agreement than it is required to contribute for each teacher under the terms of the teachers' Agreement.

ARTICLE XII
LEAVES OF ABSENCE

Employees may receive the following non-cumulative leaves of absence, in addition to sick leave, with pay each year.

A. Emergencies of a Personal Nature

Up to a total of three (3) days per year may be allowed for emergencies of a personal nature, or the attendance of an employee in a legal proceeding which is compelled by law, with the prior approval of the Superintendent of Schools. Application for approval of the leave of absence shall be made by the employee to the Superintendent through the teacher's building Principal. In unusual circumstances, where an absence requested is for highly personal reasons, the application may omit the nature of the absence requested and the employee shall furnish any required information to the Superintendent. Notwithstanding the above stated requirements for the approval of absences, the Board shall permit one of the three days allowed for emergencies of a personal nature or the attendance of an employee in a legal proceeding which is compelled by law, to be taken without stating reasons for the absence in order for the absence to be approved. However, a request for the approval of the absence must nevertheless be made. In the opinion of the Board, should there be evidence that the privilege of not giving reasons is being abused, this provision will be revoked. Days not used shall be credited as sick leave days, providing no more than thirty (30) such days shall be credited as sick leave for each employee.

B. Religious Holidays

Up to three (3) days leave of absence per year may be allowed on the religious holidays observed by the employee's professed religion. Prior application shall be made to the Superintendent through the employee's building Principal.

C. Death

In the event of death to a member of the employee's immediate family, as defined in D1 below, the employee shall be allowed a leave of absence of three (3) days. One day shall be granted in the event of death of an employee's friend or relative outside the employee's immediate family as defined below. Any extension of the leave of absence shall be determined by the Superintendent of Schools in light of the circumstances.

D. Serious Illness in Immediate Family

In the event of serious illness in the employee's immediate family, as defined below, the employee shall be allowed a leave of up to three (3) days.

1. Immediate Family. "Immediate Family" shall include father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

E. Extended Leaves

Extended leaves of absence without pay may be granted by the Board of Education. All extended leaves of absence and renewals thereof shall be requested and granted in writing.

ARTICLE XIII

MATERNITY LEAVE

A. An employee shall give notice of her pregnancy in writing to her immediate Supervisor within twenty-one (21) days of her doctor's confirming said pregnancy.

B. The employee shall continue working for as long as she is able.

1. The Board may require the employee to produce periodic reports from her physician concerning her ability to work. The Board may also require the employee to be examined by a physician of its choosing at its expense.

C. The employee must return to work within six (6) weeks of the date of termination of pregnancy. If the employee is physically unable to work after six (6) weeks of termination of pregnancy, leave without pay shall be extended until such time as her physician certifies she is able to return. In no case shall leave extend beyond twelve (12) months. There shall be no leave for child care.

1. The Board may require the employee to produce a report from her physician concerning her ability to return to work. The Board may also require the employee to be examined by a physician of its choosing at its expense.

D. The Board shall endeavor to place the employee in the same position she held prior to taking the maternity leave; how-

ever, the employee shall not be guaranteed that she will return to the same work location that she had prior to commencement of the maternity leave.

E. Upon return from an approved leave of absence, all benefits to which an employee was entitled at the time that her leave of absence commenced shall be restored.

ARTICLE XIV

SALARIES

A. The salary guide for employees covered by this Agreement is set forth as Salary Schedule which is attached hereto and made a part hereof.

B. During the term of this Agreement, each employee shall be paid on the 15th and the last working day of each month of their contract year.

C. When a pay day falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous working day. Employees scheduled for vacation may request their pay checks on the last working day prior to commencement of their vacation. If the checks are available, the request shall be granted.

ARTICLE XV

NON-TENURE DISMISSAL

A. Each employee who is not being retained for the subsequent school year shall be so notified no later than April 30th of the current school year.

B. An employee may, within ten (10) days of her receipt of notification, request that the Board provide her with the reasons for non-renewal.

C. The Board will provide to the notified employee the statement of reasons within thirty (30) days from the receipt of her request.

D. An employee may, within ten (10) days of receipt of the statement of reasons, request an informal appearance before the Board.

E. The Board will schedule within thirty (30) days from receipt of the original request for reasons, an informal appearance for the employee.

F. The Board's decision to dismiss a non-tenure employee shall be final and that substantive determination shall not be subject to the grievance provisions of the Agreement.

ARTICLE XVI

RESIGNATION

A. An employee who is resigning from her position shall give thirty (30) days notice.

ARTICLE XVII

NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract status for the ensuing year no later than April 30th. Notification of salary status shall depend upon the status of negotiations.

ARTICLE XVIII

MISCELLANEOUS

A. In consideration of this Agreement, the Board and the Association shall refrain from actions normally associated with the terms "strike" or "sanctions".

B. Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

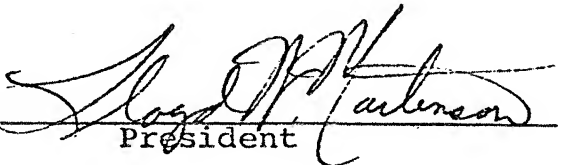
ARTICLE XIX

DURATION OF AGREEMENT

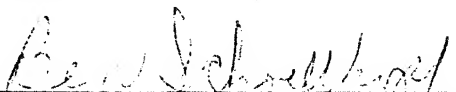
A. This Agreement shall be effective as of July 1, 1980 and shall continue in effect until June 30, 1982, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and representatives on the day and year first above written.

THE BOARD OF EDUCATION OF THE
BOROUGH OF HADDONFIELD, IN THE
COUNTY OF CAMDEN, NEW JERSEY

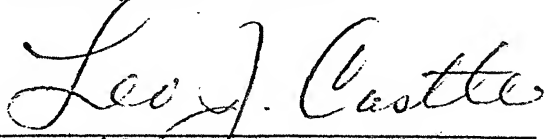
By 
President

Attest:

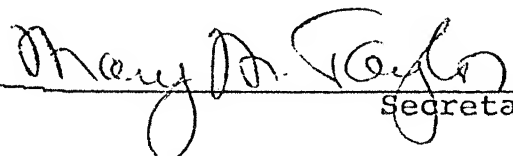

Secretary

(SEAL)

THE HADDONFIELD EDUCATION
ASSOCIATION, SECRETARIAL-
CLERICAL UNIT, OF THE BOROUGH
OF HADDONFIELD IN THE COUNTY
OF CAMDEN, NEW JERSEY

By 
President

Attest:


Secretary

SALARY GUIDE

SECRETARIES

<u>STEPS</u>	<u>7/1/80</u>	<u>7/1/81</u>
1	7138	7359
2	7488	7709
3	7870	8087
4	8197	8500
5	8567	8853
6	8873	9252
7	9178	9583
8	9483	9912
9	9788	10242

Principals' secretaries shall receive the following additional sums:

High School	-	\$ 500.00
Middle School	-	400.00
Tatem School	-	300.00
Elizabeth	-	300.00
Haddon School		
Central School	-	300.00

The secretary to the Child Study Team shall receive an additional \$300.00.

CLERK-TYPISTS

<u>STEPS</u>	<u>7/1/80</u>	<u>7/1/81</u>
1	6567	6792
2	6867	7092
3	7194	7416
4	7499	7770
5	7794	8099
6	8099	8418
7	8404	8747
8	8709	9076
9	9014	9406

Employees at the top or off of the guide shall receive the following increase:

Effective 7/1/80 - An amount equal to 9% of her 1979-80 salary.
Effective 7/1/81 - An amount equal to 8% of her 1980-81 salary.

